



MICHAEL A. CARDOZO
Corporation Counsel

**THE CITY OF NEW YORK
LAW DEPARTMENT**
100 CHURCH STREET
NEW YORK, NY 10007

BROOKE BIRNBAUM
Assistant Corporation Counsel
(212) 676-1347
(212) 788-9776 (fax)

April 17, 2007

By ECF ONLY

The Honorable Dora Lizette Irizarry
United States District Judge
United States Courthouse, Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Kenneth Perez v. City of New York et al. 06-CV-03204 (DLI)(MDG)

Your Honor:

On behalf of both parties to the above-referenced action, I write to respectfully inform the Court that the parties have reached a settlement in the amount of Thirty Three Thousand Seven Hundred and Fifty Dollars (\$33,750). Enclosed, please find for Your Honor's endorsement the Stipulation and Order of Settlement and Discontinuance signed by the parties. The parties thank the Court for its assistance in this regard.

Respectfully submitted,

Brooke Birnbaum (BB 8338)
Assistant Corporation Counsel

cc: The Honorable Marilyn D. Go (By ECF)
Mr. Jason Lopez, Esq. (By ECF)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
KENNETH PEREZ,

Plaintiffs,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY
POLICE DEPARTMENT, NEW YORK CITY POLICE
OFFICER FRANCESCO CAGGIA (Shield No. 30992),
NEW YORK CITY POLICE SERGEANT RICHARD
MANDEL (Shield No. 2702) and NEW YORK CITY
POLICE OFFICERS JON DOES 1-4,

Defendants.
----- X

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

06 Civ. 3204 (DLI)(MDG)

WHEREAS, plaintiff Kenneth Perez commenced this action by filing a complaint on or about June 28, 2006 alleging that defendants violated his constitutional rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees except as provided for in paragraph “2” below.
2. The City of New York hereby agrees to pay plaintiff the sum of **Thirty Three Thousand Seven Hundred and Fifty Dollars (\$33,750)** in full satisfaction of all claims, inclusive of claims for costs, expenses and attorney’s fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney’s fees.
3. Plaintiff shall execute and deliver to defendant City of New York’s attorney all documents necessary to effect this settlement, including, without limitation, a General Release and an Affidavit of No Liens or an Affidavit Concerning Liens based on the terms of paragraph 2 above.
4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules,

regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.
6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 12, 2007

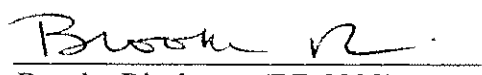
Mr. Jason Lopez, Esq.
Attorney for Plaintiff
325 Broadway, Suite 404
New York, NY 10007

By:


JASON LOPEZ (JL 0518)

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants
100 Church Street
Room 3-142
New York, New York 10007
(212) 676-1347

By:


Brooke Birnbaum (BB 8338)
Assistant Corporation Counsel

SO ORDERED:

United States District Judge